



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

olina, C. & O. R. Co. v. Unaka Springs Lumber Co. (Tenn.), 170 S. W. 591.

A railroad can not contract in derogation of its duty to the public as a common carrier. *St. Joseph, etc., R. Co. v. Ryan*, 11 Kan. 603; *Pacific R. Co. v. Seely*, 45 Mo. 212. It would seem that a contract by a railroad, exempting it from liability for loss by fire caused by the negligent operation of its engines, on the main track would come within this rule as opposed to public policy. *Thomason v. Kansas City, etc., R. Co.*, 122 La. 995, 48 South. 432. But the contrary has been held. *Mayfield v. Southern Ry.*, 85 S. C. 165, 67 S. E. 132.

When a railroad is not acting in its capacity as a common carrier, it has the same rights of contract as other corporations or persons, and may therefore contract for immunity from liability for the negligence of itself or servants. *Missouri, K. & T. R. Co. v. Carter*, 95 Tex. 461, 68 S. W. 159. Thus a railroad may contract with an express company that it shall not be liable for injuries to any of the express messengers due to the negligence of the railroad. *Baltimore & Ohio, etc., R. Co. v. Voight*, 176 U. S. 498. Where a railroad leases a part of its right of way for the erection of buildings thereon, an exemption from liability as to them for loss by fire caused by the engines of the railroad is valid. *Hartford Ins. Co. v. Chicago, etc., R. Co.*, 175 U. S. 91. And since a railroad in constructing a spur track is doing something that it is not bound to do by virtue of its character as a common carrier, it may validly exempt itself from liability for loss by fire caused by operations on the spur track, as such a contract does not operate to the prejudice of the public. *Mann v. Pere Marquette R. Co.*, 135 Mich. 210, 97 N. W. 721; *Mayfield v. Southern Ry.*, *supra*. And the same rule applies where a railroad, under no obligation to continue the maintenance of a side track, but agrees to do so, is released from liability for loss by fire. *Porter v. N. Y., N. H. & R. Co.*, 205 Mass. 590, 91 N. E. 875.

The doctrine of the principal case appears to be sound, but such exemptions should be held void as contrary to public policy if they extend to fires caused by engines operating on the main track and in no way connected with the spur track. *Thomason v. Kansas City, etc., R. Co.*, *supra*.

COMMON CARRIERS—PASSENGERS—DUTY TO AWAKEN AT DESTINATION.—The plaintiff, a passenger on the train of the defendant carrier, notified the conductor that owing to his physical condition he might possibly fall asleep. The conductor promised accordingly to awaken him at his destination but failed to do so. As a consequence the plaintiff was carried past his station and suffered inconvenience therefrom. *Held*, the defendant is liable. *Gilkerson v. A. C. L. R. Co.* (S. C.), 83 S. E. 592. See NOTES, p. 379.

CONSTITUTIONAL LAW—PEONAGE—LABOR CONTRACTS.—A statute provided that a person fined upon conviction for a misdemeanor, might confess judgment with a surety in the amount of the fine and costs, and might agree with the surety, in consideration of the latter's payment of the